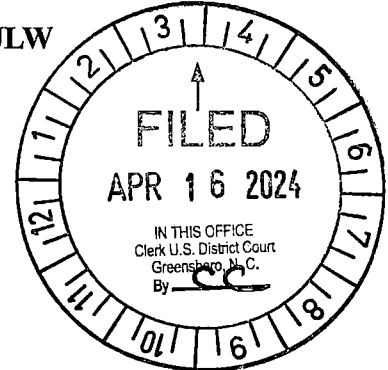


**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA**

**Civil Action No: 1:24-cv-00103-CCE-JLW**



**TAMMY MCCRAE-COLEY (Pro Se)**  
**Plaintiff**

**V.**

**THOMAS L CARDELLA & ASSOCIATES INC**  
**TLC Associates (Fictitious Name)**

**AND**

**INFOCISION MANAGEMENT  
CORPORATION (Prior Business Name for)**  
**InfoCision Inc.,**

**Defendants**

**PLAINTIFF'S RESPONSE IN  
OPPOSITION TO DEFENDANTS'  
JOINT MOTION TO DISMISS THE  
FIRST AMENDED COMPLAINT.**

There is a reasonable expectation that discovery will reveal evidence" that support the plaintiff's claim in the current amended complaint.

The Plaintiff has submitted a stipulation to the Defendant's Removal of this cause of action to Federal Court. Even though there is a reasonable expectation that discovery will reveal evidence" that supports the Plaintiff's claim in the current amended complaint. The Plaintiff has filed a Motion For Leave To File A 2<sup>nd</sup> Amended Complaint(FRCP 15(a)(2)). The 2<sup>nd</sup> Amended Complaint includes the following:

- Amendments to include federal claims (47 USC 227);
- Amendments to correct the typos in the 1<sup>st</sup> Amended Complaint referencing text messages;
- Amendments to add specificity to the facts;
- And any other errors and/or omissions and/or typos contained in her 1<sup>st</sup> Amended complaint.

In the Fourth Circuit, a motion to amend the complaint may only be denied upon a finding of prejudice to the opposing party, bad faith on the part of the moving party, or the futility of the amendment. *Johnson v. Oroweat Foods Co.*, 785 F.2d 503, 509–10 (4th Cir.1986). None of these apply to this case.

**Phone log supplied by Spectrum only reflects 11 calls not 22**

It appears that the Defendants are merely counting the lines on the page and not reading the actual information on the page. According to the information on the chart there are 12 calls and 11 of them meet the four-year statute of limitations from the date of filing the complaint. See N.C. Gen. Stat. § 75-16.2. The other lines the Defendants are counting as calls are other activities logged by the Defendants.

**The Defendants had no Prior Expressed Consent from the Plaintiff  
nor a Business Relationship (EBR) With The Plaintiff - NCTSA**

**The proposed 2<sup>nd</sup> amended Complaint adds specificity** - The Plaintiff ended her services and contractual relationship with Spectrum in March 2017.

**§ 75-101. Definitions.**

(5) Established business relationship. – A relationship between a seller and a consumer based on:

- a. The consumer's purchase, rental, or lease of the seller's goods or services or a financial transaction between the consumer and the seller or one or more of its affiliates within the 18 months immediately preceding the date of a telephone solicitation; or
- b. The consumer's inquiry or application regarding a product or service offered by the seller within the three months immediately preceding the date of a telephone solicitation.

According to § 75-101(5)(a) if the Plaintiff ended her business relationship in March in 2017 Spectrum could only market to her via her Telephone through September 2018 (18 months after March 2017). But in 2019 the Plaintiff started receiving unsolicited calls marketing Spectrum products again to her landline telephone (well after the 18 months from when Plaintiff ended her contractual relationship with Spectrum). At that point Spectrum would have needed the Plaintiff's prior express consent to market to her via telephone. In 2019 the Plaintiff made application for services but decided to cancel and stay with her provider.

- The Plaintiff never activated the Spectrum services
- The Plaintiff never received nor accepted a contract/agreement for services in 2019
- The Plaintiff was never billed by Spectrum in 2019
- The Plaintiff never made any payments to Spectrum in 2019
- Spectrum never sent any equipment to the Plaintiff

There was no "purchase, rental, or lease of the seller's goods or services or a financial transaction between the Plaintiff and Spectrum" as § 75-101(5)(a) requires for 18 months of Established Business Relationship.

Based on the fact that there was not a completed or activated order at most the Plaintiff had an "Inquiry" EBR with Spectrum § 75-101(5)(b).

Per § 75-101(5)(b) the 3 months inquiry EBR expired October 2019 (three months after the “inquiry” in July because the order was never completed nor activated. So any calls after October 2019 needed the Plaintiffs prior consent.

The Defendants had no consent to Market the Plaintiff via her telephone. There was not an Established Business relationship after October 2019 and the calls started 01/06/2020.

**The Defendants had No Written Express Consent From The Plaintiff - TCPA**

The proposed 2<sup>nd</sup> amended Complaint adds specificity – FCC 12-21 states that there is no Established Business Relationship (EBR) for Prerecorded calls to residential lines. In order to place a pre-recorded call to the Plaintiff the Defendants would have had to have the Plaintiff’s written consent.

Written consent from the Plaintiff was required to market via telephone using prerecorded calls. In 2012 the FCC eliminated the exemption for pre-recorded marketing calls to residential lines. The Defendants do not have written consent from the Plaintiff.

FCC 12-21 Report and Order Section I.2 Specifically, in this Order, we: (1) revise our rules to require prior express written consent for all autodialed or prerecorded telemarketing calls to wireless numbers and residential lines and accordingly eliminate the established business relationship exemption for such calls to residential lines while maintaining flexibility in the form of consent needed for purely informational calls; (2) adopt rules applicable to all prerecorded telemarketing calls that allow consumers to opt out of future robocalls during a robocall;

No matter what the Defendants may assert, there was no established business relationship therefore no consent. FCC 12-21 Report and Order eliminated this exemption in 2012. The Defendants had no consent from the Plaintiff for these calls.

### **The calls from the Defendants were spoofed**

The phone log (attached to the 1<sup>st</sup> Amended Complaint”) given to the Plaintiff by Spectrum has a column labeled “Caller ID1”. Their own document shows the spoofed numbers used. Whether called or googled the numbers in this column does not connect to anything showing who actually called nor that they were calling for Spectrum.

NCTSA states that there should be no misleading information transmitted from the caller to the Plaintiff’s telephone.

§ 75-102(i) No telephone solicitor shall cause misleading information to be transmitted to users of caller identification technologies or otherwise block or misrepresent the origin of the telephone solicitation. No provider of telephone caller identification services shall be held liable for violations of this subsection committed by other individuals or entities. It is not a violation of this subsection for a telephone solicitor to utilize the name and number of the entity the solicitation is being made on behalf of rather than the name and number of the telephone solicitor.

**Amendment to proposed 2<sup>nd</sup> Amended complaint** – Specificity will be added to connect the Phone Numbers on the attached phone log to the Spoofed calls allegation.

### **Res Judicata does not apply**

The arbitration clause in Spectrum’s Terms of Conditions only spoke of claims against Spectrum. The agreement to arbitrate does not include their vendors. See attached

The Plaintiff entered arbitration with Spectrum in 2021. The only Defendant/Respondent in the 2021 Arbitration was Charter Communications Inc. d/b/a Spectrum. Neither of the Defendants in this current case were parties in the Arbitration.

The Defendants in the current case are different than the Defendant/Respondent in the Arbitration. These Defendants were not Parties in the Arbitration.


Not only were these Defendants not parties in the Arbitration but the dates of the calls at issue were outside of the dates that the Arbitrator's decision covered. The Arbitrator's decision states that calls prior to 03/25/2020 were not part of the arbitration. These 11 Calls sent 01/06/2020 to 01/28/2020 were prior to 03/25/2020.

There has never been a decision rendered by a court of competent jurisdiction concerning these 11 calls that were sent 01/06/2020 to 01/28/2020 made by the defendants.

What needs to be emphasized here is that the Plaintiff did not seek recovery for the calls prior to 03/25/2020. If it was not part of the arbitration it was not part of the Arbitrators decision.

Res Judicata does not apply. See EXHIBIT A – Copy of Spectrum's Terms and conditions.

Respectfully submitted this 16<sup>th</sup> day of April, 2024

  
\_\_\_\_\_/s/ Tammy McCrae-Coley\_\_\_\_  
Tammy McCrae-Coley  
[TammyColeyjd@gmail.com](mailto:TammyColeyjd@gmail.com)  
1400 Battleground Ave.  
Suite 116 - L  
Greensboro, NC 27408  
336-491-3163

## **CERTIFICATE OF SERVICE**

This is to certify that the undersigned Plaintiff has this day served the **PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' JOINT MOTION TO DISMISS THEE FIRST AMENDED COMPLAINT** to Thomas L Cardella & Associates whose primary place of business is located at 3735 Queen Ct. SW, Cedar Rapids, IA, 52404. The registered agent is THOMAS L CARDELLA, and the registered agent's address is 3735 Queen Ct. SW, Cedar Rapids, IA, 52404

and

InfoCision Inc. whose headquarters is located at 325 Springside Dr., Akron Ohio 44333. The registered agent is CORPORATE CREATIONS NETWORK INC. and the registered agent's address is 1521 CONCORD PIKE SUITE 201, New Castle DE, 19803 by depositing a copy hereof, certified postage prepaid, in the United States Mail, addressed to the following:

This \_\_16th\_\_ day of April 2024



**EBONY A. MCKEEVER**  
BRADLEY & RILEY PC  
404 EAST COLLEGE ST.  
SUITE 400  
IOWA CITY, IA 52240

**VERNON SQUIRES**  
BRADLEY & RILEY PC  
2007 FIRST AVENUE SE  
PO BOX 2804  
CEDAR RAPIDS, IA 52402

**PHILIP J. MOHR**

WOMBLE BOND DICKINSON (US) LLP

POD 84

WINSTON-SALEM, NC 27102

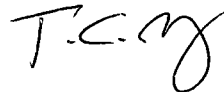
**JASON R. BENTON**

PARKER POE ADAMS & BERNSTEIN LLP

620 SOUTH TRYON STREET

SUITE 800

CHARLOTTE, NC 28202



\_\_\_\_\_/s/ Tammy McCrae-Coley\_\_\_\_

Tammy McCrae-Coley

TammyColeyjd@gmail.com

1400 Battleground Ave.

Suite 116 - L

Greensboro, NC 27408

336-491-3163




## CERTIFICATE OF WORD COUNT

Pursuant to Rule LR 7.3(d) of the Rules of this Court, I certify that the accompanying Response contains 1292 words, excluding the caption and The certificate of service. This certificate was prepared in reliance on the word-count function of the word-processing system (Microsoft Word) used to prepare the document.

DATED this 16th day of April, 2024.

Respectfully submitted,



\_\_\_\_\_/s/ Tammy McCrae-Coley\_\_\_\_  
Tammy McCrae-Coley  
TammyColeyjd@gmail.com  
1400 Battleground Ave.  
Suite 116 - L  
Greensboro, NC 27408  
336-491-3163



Street address Apt/Unit Zip Code **GO**

► **Terms of Service/Policies** (/web/20170829222632/https://www.spectrum.com/policies/terms-of-service.html)

## Spectrum Terms of Service / Policies



[Internet Authorized Usage Policy](#)



[Residential Cable Services Agreement](#)

### SPECTRUM RESIDENTIAL CABLE SERVICES AGREEMENT

**THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF SPECTRUM CABLE SERVICE INCLUDE A BINDING ARBITRATION PROVISION SET FORTH IN THE GENERAL TERMS AND CONDITIONS OF SERVICE, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.**

Charter Communications Operating, LLC on behalf of itself and its affiliates and subsidiaries authorized to provide the services set forth herein ("Spectrum") will provide its Cable TV service (the "Cable Service") to You ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the General Terms and Conditions for Service and the Spectrum Communications Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service").

Subscriber's use of the Cable Service shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of Spectrum's Cable Service and notify Spectrum's Customer Service at 833-267-6095 to terminate the account. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. The Terms of Service constitute a legal binding document.

Spectrum regularly updates and amends these Terms of Service. Subscriber should consult Spectrum's website [www.spectrum.com](http://www.spectrum.com) to be sure Subscriber remains in compliance.

1. Monthly Subscription Services. Subject to and without abrogating Section 3 - "Spectrum Refund Policy/30-Day Guarantee" of the General Terms and Conditions for Services, Subscriber shall be responsible for the full monthly charge for those Cable Services that are offered on a monthly subscription basis to which the Subscriber has subscribed, regardless of Subscriber's termination of such monthly Cable Service prior to the conclusion of the respective subscription month, and for charges for per program, per view, or per event Cable Services ordered by the Subscriber.
2. Third Party Services: In addition to providing video programming and video-related services, and interactive television services, Spectrum's digital receiver may provide e-commerce and other services, as well as access to certain proprietary products of Spectrum. Through such other functions Subscriber may be able to subscribe to or access other services and transact other forms of electronic commerce such as purchasing third party products and services. Subscriber acknowledges that Subscriber may incur charges while using these services or while engaging in other forms of "e-commerce" (i.e. charges may be incurred as a result of accessing certain information, or purchasing or subscribing to certain offerings using these functions). All such charges, including applicable taxes shall be paid by Subscriber and are not the responsibility of Spectrum.
3. Disruption of Cable Service: In no event shall Spectrum be liable for any failure or interruption of program transmissions or Cable Service resulting in part or entirely from circumstances beyond Spectrum's reasonable control (including without limitation, any interruption or degradation of Cable Service arising from Subscriber's interference, modification or tampering with the Cable Service of digital receiver connection). Subject to requirements under applicable law, credit may be given for qualifying outages.
4. Copying, Reproduction, and Distribution of Programs: Subscriber agrees that Subscriber shall use the programs, Cable Service, and other services provided by Spectrum solely for Subscriber's personal, non-commercial use and will not copy, reproduce, or otherwise redistribute such programs, Cable Service, or other services except in compliance with applicable law.
5. Additional Spectrum Rights:
  - a. Spectrum has no obligation to monitor content or services accessible by means of Spectrum's cable system or the digital receiver; however, Subscriber acknowledges and agrees that Spectrum has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law or regulation, to operate its programming and data information services properly, or to protect itself or its Subscribers.

- b. Spectrum shall have the right to determine in its sole discretion what constitutes an "inappropriate" or "commercial use" of Spectrum's systems, Equipment, or Cable Service.
6. Term: Spectrum Cable Service shall continue until such time as terminated by Subscriber, which shall be effective upon notice, or terminated by Spectrum for breach (including nonpayment) of the Terms of Service or otherwise terminated by Spectrum in accordance with the General Terms and Conditions for Services.
7. Additional Features, Functionality and Tools: Any additional service features, functionality and tools that Spectrum offers may be further subject to specific terms of use and subject to charges, change, or removal at any time by Spectrum.
8. Programming:
- Notwithstanding anything to the contrary herein, the Cable Service, including but not limited to all programming, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, data offerings and other services are subject to change in accordance with applicable law. Subscriber acknowledges and agrees that it has no right to receive, and Spectrum has no obligation to provide, any particular programming service or channel as part of the Cable Service and that Subscriber is not entering into this agreement or purchasing the Cable Service in reliance on an expectation or promise (explicit or implicit) that any particular programming service or set of programming services shall be included as part of the Cable Service.
  - Notwithstanding anything to the contrary herein, for the avoidance of doubt, and without limiting or abrogating any other rights Spectrum may have under the General Terms and Conditions for Service, in the event particular programming becomes unavailable, either on a temporary or permanent basis, due to a dispute between Spectrum and a third party programmer, Spectrum shall not be liable for compensation, damages (including compensatory, direct, indirect, incidental, special, punitive or consequential losses or damages), credits or refunds of fees for the missing or omitted programming. Subscriber's sole recourse in such an event shall be termination of the Cable Service in accordance with the General Terms and Conditions for Service. The provisions of this paragraph shall not apply to programming to which a Subscriber subscribes on an a la carte basis (i.e. channels that are not part of a package or tier); provided, however, in that event Spectrum may provide to Customer a pro rata credit of amounts pre-paid for the specific programming to which Subscriber subscribes on an a la carte basis.
9. Disclaimer: Spectrum assumes no liability for any program, services or information distributed over the cable system and/or Spectrum's digital receiver unless locally produced by Spectrum. Spectrum shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the cable system or Spectrum's digital receiver, unless such products, merchandise or prizes are provided directly by Spectrum.
10. Parental Control: A Parental Control feature is available to prevent children from watching certain programming. Subscriber may place channels under Parental Control by blocking out a channel number and/or program rating on the digital receiver. The starter kit manual provided with the Cable Service includes instructions on how to implement and monitor the Parental Control features. Should Subscriber deactivate the Parental Control feature, even for one channel or event, this will deactivate the Parental Control feature for all other channels that were previously locked out. Subscriber will then have to reactivate the Parental Control to again block out the desired channels. It is recommended that Subscriber occasionally verify that the Parental Control feature is activated and operational.
11. Prohibited Uses and Activities: The Subscriber shall not use Spectrum's Equipment, or the Cable Service for illegal or inappropriate activities or otherwise engage in any illegal or inappropriate activities in their course of dealings with Spectrum, including but not limited to:
- Invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable;
  - Redistributing or retransmitting the Cable Service, or any portion thereof, or transmitting or distributing the Cable Service, or any portion thereof, to persons outside the service location on Subscriber's account;
  - Modifying, disrupting, unauthorized relocation of or tampering with Spectrum's Equipment, including but not limited to, tampering with the seal on the digital receiver, the access card or any of Spectrum's services;
  - Connecting or attaching equipment to the Cable Service with the intended purpose to distribute the Cable Service in an unauthorized manner;
  - Restricting, inhibiting or otherwise interfering with the ability of any other Spectrum subscriber to use or enjoy any Spectrum service, the Cable Service, or the Internet.
  - Reselling the Spectrum Service or services;
  - Conducting a pyramid or other illegal soliciting scheme;
  - Impersonating any person or entity or forging anyone else's digital or manual signature; or
  - Harassing, threatening, or otherwise verbally abusing Spectrum employees or its agents.

Engaging in one or more of these activities may result in termination of Subscriber's Cable Service. This Section 11 shall not in any way limit Spectrum rights of termination pursuant to any other provision of the Terms of Service.

12. License Requirements: Subscriber agrees to comply with all end user license requirements relative to any of the services which Subscriber accesses pursuant to the Terms of Service. Subscriber may not decompile, reverse engineer, disassemble, modify, create derivative works of, or in any way derive any source code from the Cable Service, or any portion thereof including Spectrum software or third party software made available through or in connection with the Cable Service. Subscriber agrees not to remove, alter, or obscure any product identification, proprietary, copyright, or other Intellectual property notices contained or embedded within or on the Cable Service.
13. Limitation of Liability: Any information sent by the Subscriber utilizing the functions of Spectrum Equipment is sent at the Subscriber's sole risk, and Spectrum shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by the Subscriber. Without limitation of the foregoing, Subscriber acknowledges



and agrees that Spectrum shall not be liable for any use of Subscriber's information provided to third parties in connection with Subscriber's use of the Cable Services or other third party services or functions available through the Cable Service. Spectrum shall not be liable or responsible for any errors, losses, or interruptions in connection with Subscriber's use of the Cable Service, and any features or functionalities thereof, including but not limited to intermittent service, erroneous deletions, failed or misdirected recordings, and inability to schedule recordings.

14. Security:

- a. Subscriber is responsible for any misuse of Spectrum's Equipment, the Cable Service, or any third party services to which Subscriber has subscribed, even if the inappropriate activity was committed by a friend, family member, guest, employee or Subscriber with access to Subscriber's account. Therefore, Subscriber must take steps to ensure that others do not gain unauthorized access to Spectrum's Equipment, Cable Service or third party services. For example, Subscriber must secure any wireless home network used in connection with the Cable Service by requiring passwords or similar means of restricting access to such network.
- b. Subscriber agrees to maintain the security and confidentiality of Subscriber's usernames and passwords or similar credentials that enable Subscriber to access the Cable Service. Subscriber further agrees not to disclose such credentials to any third party. Without limitation of the foregoing, Subscriber agrees that Subscriber shall not disclose such credentials to third parties to enable them to access the Cable Service or programming that may be made available to Subscriber outside the home.
- c. The Equipment, Cable Service or third party services may not be used to breach the security of another Spectrum subscriber or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. Use or distribution of tools designed for compromising security is prohibited.

15. Closed Captioning: Subscriber may obtain information regarding closed captioning issues by calling or visiting our local Spectrum store.

16. Choice of Law: This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of New York.

17. Privacy Statement: Spectrum Privacy Policy provides a detailed outline of Spectrum's privacy policies and how they affect Subscriber's use of Spectrum's Equipment and Cable Service.

18. Entire Agreement: The Terms of Service, constitute the entire agreement between the Subscriber and Spectrum for the Cable Service. No undertaking, representation or warranty made by any agent or representative of Spectrum in connection with the sale, installation, maintenance or removal of the Cable Service or Spectrum Equipment shall be binding on Spectrum except as expressly included herein.

19. Amendment: Spectrum may, in its sole discretion, change, modify, add or remove portions of the Terms of Service at any time. Spectrum may notify Subscriber of any such changes to the Terms of Service by posting notice of such changes on Spectrum's website at [www.spectrum.com](http://www.spectrum.com), under "Terms of Service/Policies," using the features of the Spectrum digital receiver, or sending notice via bill statement, text, e-mail, postal mail, or other reasonable means. The Subscriber's continued use of the Cable Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of the Terms of Service, Subscriber must immediately cease using Spectrum Equipment and the Cable Service and notify Spectrum that Subscriber is terminating its Cable Service in accordance with the Terms of Service.



Residential Internet Subscriber Services Agreement

**SPECTRUM RESIDENTIAL INTERNET SERVICES AGREEMENT**

**THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF SPECTRUM INTERNET SERVICE INCLUDE A BINDING ARBITRATION PROVISION IN THE GENERAL TERMS AND CONDITIONS FOR SPECTRUM RESIDENTIAL SERVICES, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.**

Charter Communications Operating, LLC on behalf of itself and its affiliates and subsidiaries authorized to provide the services set forth herein ("Spectrum") will provide its Internet access service (the "Internet Service") to You ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the Acceptable Use Policy ("AUP"), the General Terms and Conditions for Spectrum Residential Services and the Spectrum Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service"), all of which may be found at [www.spectrum.com](http://www.spectrum.com), under "Terms of Service/Policies" and "Your Privacy Rights."

Subscriber's use of the Internet Service shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of the Internet Service and notify Spectrum's Customer Service at 833-267-6095 to terminate the account. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. The Terms of Service constitute a legal binding document.

Spectrum regularly updates and amends these Terms of Service. Subscriber should consult Spectrum's website [www.spectrum.com](http://www.spectrum.com) to be sure Subscriber remains in compliance.

1. Equipment: To use the Internet Service, Subscriber must meet minimum computer, device, in-home network and system requirements as identified by Spectrum.
  - a. Computer Equipment: The personal computer or device that Subscriber uses to access the Internet Service must meet minimum configuration standards. Please refer to Spectrum's System Requirements for the current specifications. The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply equipment such as modems, gateways, routers, or wireless cards, at no charge or for a one time or reoccurring fee, to operate the Internet Service. Subscriber acknowledges that such equipment may require updates and/or changes to the software

- resident in the equipment and that Subscriber may be required to perform such updates and/or changes. Notwithstanding, Subscriber hereby authorizes Spectrum to perform updates and/or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum's sole discretion.
- b. Spectrum does not provide technical assistance for third-party hardware or software, including but not limited to home networks or gaming systems. Any questions concerning third-party hardware or software should be directed to the manufacturer of that product. Spectrum is not responsible for the operation or support, maintenance or repair of any equipment, software or services that Subscriber elects to use in connection with the Internet Service.
  - c. Subscriber will not connect any equipment, other than equipment authorized by Spectrum, to the cable modem outlet. Subscriber understands that failure to comply with this restriction may cause damage to the Spectrum network and subject Subscriber to liability for damages and/or criminal prosecution. Subscriber may not alter, modify or tamper with the Equipment or the Internet Service, or permit any other person, not authorized by Spectrum, to do the same.
2. Network Interface: When Spectrum installs the Internet Service, Subscriber will need a network interface card or adapter providing an Ethernet connection. Alternatively, subscriber may connect to a home networking device (commonly referred to as a router or gateway).
  3. Cable Modem/Other Spectrum Equipment: Subscriber may obtain a cable modem from Spectrum or may purchase and use a cable modem purchased at retail from a third party, provided that such retail device has been tested, certified and approved by Spectrum in accordance with its DOCSIS Modem Policy [Spectrum.net/modems](http://Spectrum.net/modems), under which are set forth the minimum specifications for cable modems approved for use with Spectrum's network, systems and services. Monthly charges for Internet Service will not be reduced or otherwise discounted if the Subscriber elects to use a third party modem. Subscriber must return cable modems and any other equipment leased from Spectrum at the end of the lease period.
  4. Software: At the time of installation of the Internet Service, Spectrum may provide Subscriber with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service. Spectrum does not support third-party software. Any and all software provided by Spectrum is the property of Spectrum and/or its suppliers and licensors. Spectrum hereby grants Subscriber a nonexclusive, nontransferable license to install and use on Subscriber's computers, devices, and/or system(s) the software for use solely in connection with the Internet Service. Subscriber's license to use any software provided by Spectrum and its suppliers and licensors is contingent upon Subscriber's compliance with all use and other restrictions contained in the Terms of Service and the AUP. It is a material breach for Subscriber to copy, duplicate, reverse engineer or in any way modify, change, tamper with or interfere with any software provided to Subscriber by Spectrum. Upon any termination or expiration of the Terms of Service or the disconnection of Subscriber's Internet Service, this license will terminate and Subscriber agrees to then destroy all copies of the software that were delivered to Subscriber (including by erasing and deleting the software from Subscriber's computer system). Subscriber hereby represents and warrants to Spectrum that Subscriber owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum network.
  5. Security: Subscriber acknowledges and agrees that when using the Internet Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Subscriber's equipment. Subscriber is responsible for taking and should take all appropriate security measures when using the Internet Service. Subscriber assumes sole responsibility for Subscriber's equipment used in conjunction with the Internet Service and for providing and configuring any "firewall" or security measures for use with the Internet Service to prevent damage from viruses, malware, or other similar malicious items and to prevent unauthorized access to the Internet Service, and Subscriber, not Spectrum, shall be solely responsible in any manner for the effectiveness of these blocking and filtering technologies. Spectrum does not warrant that others will be unable to gain access to Subscriber's computer(s) and/or data even if Subscriber utilizes blocking and filtering technologies, nor does Spectrum warrant that the data or files will be free from computer viruses or other harmful components. Spectrum has no responsibility and assumes no liability for the protections Subscriber may employ nor for any damages that may arise from accessing the Internet.  
Subscriber shall not permit or enable any use of Subscriber's account or account passwords by any person not a member of Subscriber's household. Subscriber is responsible for any misuse of the Internet Service that occurs through Subscriber's account whether by a member of Subscriber's household or unauthorized third-party.
  6. Additional Features, Functionality and Tools: Any additional service features, functionality and tools that Spectrum offers may be further subject to specific terms of use and subject to charges, change, or removal at any time by Spectrum.
  7. Cookies: Subscriber may access Subscriber's Spectrum e-mail account from the applicable customer portal, or by using the user's software application (e.g. Outlook, Outlook Express, Incredimail, and Apple Mail). When accessing e-mail at [www.spectrum.net](http://www.spectrum.net), Subscriber must have Subscriber's browser configured to accept cookies. [www.spectrum.net](http://www.spectrum.net) will notify the user, if their browser is not configured to accept cookies.
  8. Monitoring the Internet Service and Privacy: Spectrum takes the protection of our Subscribers' privacy seriously. Spectrum has no obligation to monitor content; however, Subscriber agrees that Spectrum has the right to monitor the Internet Service (including but not limited to, content and Subscriber equipment as it may affect the Internet Service from time to time) in accordance with the Terms of Service, the AUP, and Spectrum's Privacy Policy.  
For content residing on Spectrum's servers, Spectrum reserves the right at all times and without notice to remove, restrict access to, or make unavailable, and to monitor, review, retain and/or disclose any content or other information in Spectrum's possession about or related to Subscriber, Subscriber's use of the Internet Service or otherwise as necessary to satisfy any applicable law, or otherwise to preserve the security of the System or Spectrum subscribers' information.  
For more information on Spectrum's approach to Subscriber's privacy, please refer to the Spectrum Residential Subscriber Privacy Policy.
  9. Rights Infringement: Subscriber will not use, or allow others to use, the Internet Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Subscriber must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials.



Subscriber represents and warrants that Subscriber is and will be the author and copyright owner and/or an authorized licensee with respect to any hosted content, and Subscriber further represents and warrants that no hosted content violates or will violate the trademark, copyright, domain name or intellectual property rights of any third party. Spectrum assumes no responsibility, and Subscriber assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

Spectrum is registered under the Digital Millennium Copyright Act of 1998 (DMCA). Under the DMCA, copyright owners have the right to notify Spectrum if they believe that a Spectrum customer has infringed the copyright owner's work(s). If Spectrum receives a notice from a copyright owner alleging that Subscriber has committed copyright infringement, Spectrum will notify Subscriber of the alleged infringement. Spectrum may determine that Subscriber is a repeat copyright infringer if Spectrum learns that Subscriber has engaged in online copyright infringement on more than one occasion. Spectrum reserves the right to suspend or terminate the accounts of repeat copyright infringers.

10. Term: Spectrum Internet Service shall continue until such time as terminated by Subscriber, which shall be effective upon notice, or terminated by Spectrum for breach (including nonpayment) of the Terms of Service or a violation of the AUP. Spectrum will not be responsible for the return of data stored on Spectrum's servers, such as web and e-mail servers if Subscriber's account is suspended or terminated.

11. Disclaimer of Warranties and Limitation of Liability.

- a. No Warranty: Subscriber agrees that Subscriber uses the Internet Service and any software and equipment supplied by Spectrum at Subscriber's sole risk. The Internet Service and Spectrum equipment are provided on an "as-is basis", if applicable, without warranties of any kind including without limitation any warranties of title, non-infringement, fitness for a particular purpose and merchantability. Spectrum does not warrant uninterrupted use of Internet Service. Spectrum does not warrant that the Internet Service will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware, denial of service attacks or other harmful components, even if countermeasures have been deployed. Spectrum does not warrant that any data or files Subscriber sends or receives via the Internet Service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to Subscriber's computer. This includes, but is not limited to, incidents of file sharing, print sharing, or use of other means that enable Internet users to gain access to Subscriber's equipment or to monitor Subscriber's activity and conduct while using the Internet Service.
- b. Anti-Spam Software: Subscriber acknowledges and understands that Spectrum utilizes anti-spam software and that such security technology is a feature of the Internet Service that may block incoming and outgoing electronic mail. Spectrum does not warrant that such feature will block all unwanted mail/spam or that all mail that is blocked constitutes unwanted mail/spam. Consistent with other statements set forth in this section, Spectrum does not warrant that such feature will be error-free.
- c. Security Software: In addition, in its sole discretion, Spectrum may make available to Subscriber security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, parental control software, and anti-spyware or anti-adware software for Subscriber's use on Subscriber's computer system in conjunction with the Internet Service. Any such security software provided by Spectrum to Subscriber is intended to provide only a minimal level of protection to Subscriber's computer system(s). Subscriber understands and agrees that Spectrum and its third-party suppliers of any such security software do not guarantee its accuracy, efficacy or performance. Subscriber understands and agrees that Spectrum and its third-party suppliers are not responsible for any damage to Subscriber's computer system(s) or the information stored on it that may result from the security software or its non-performance.
- d. Third Party Sites: When Subscriber uses the Internet Service and/or accesses Spectrum web sites, Subscriber may encounter links allowing Subscriber to visit web sites operated or owned by third parties ("Third Party Site(s)"). Spectrum provides these links as a convenience and they are not under the control or ownership of Spectrum. The presence of a link to any Third Party Site is not an endorsement by Spectrum of the Third Party Site, an acknowledgment of any affiliation with its operators or owners, or a warranty of any type regarding any information or offer on the Third Party Site. Subscriber's use of any third party site is governed by the various legal agreements and policies posted at that web site.
- e. Bandwidth.
  - i. Subscriber understands and agrees that Spectrum does not guarantee that any particular amount of bandwidth on the Spectrum network or that any speed or throughput of Subscriber's connection to the Spectrum network will be available to Subscriber. Subscriber understands and agrees that the speed of the Internet Service provided at Subscriber's site will vary depending upon a number of factors, including Subscriber's computer system(s) and associated equipment (e.g., Subscriber-sourced WiFi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Spectrum's control, and system failures, modifications, upgrades and repairs. Subscriber understands that Subscriber's wireless connections and use of wireless routers may be subject to greater fluctuations in speed and latency and may be adversely affected by interference, congestion, distance, and other outside factors. For more information, please visit <http://spectrum.net/wiredvswifi> [Article to be published].
  - ii. Subscriber understands that Spectrum may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Spectrum's AUP. Subscriber should reference Spectrum's AUP for additional details.
  - iii. Subscriber further understands and agrees that, to allocate bandwidth across all of its users, Spectrum may employ reasonable network management techniques as identified in Spectrum's AUP and Spectrum's Network Management Disclosure Statement.
  - iv. Subscriber's sole and exclusive remedies under the Terms of Service are as set forth in these Terms of Service. Because some States do not allow the exclusion or limitation of implied warranties, some of the above exclusions may not apply to Subscriber.

12. **Limitation of Liability/Exclusive Remedy:** Spectrum's entire liability and Subscriber's exclusive remedy with respect to the use of the Internet Service or its software and equipment, or any breach by Spectrum of any obligation Spectrum may have under these Terms of Service, shall be Subscriber's ability to terminate the Internet Service or to obtain the replacement or repair of any defective software or equipment provided by Spectrum to Subscriber. In addition, Spectrum shall not be liable for damages for failure to furnish, or the degradation or interruption of, any services, for any lost data or content, identify theft, for any TV, monitor or screen burn-in, monitor or screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. Spectrum shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of the Internet Service.
13. **Mailbox Deactivation:** Subscriber agrees that Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account. Spectrum may also limit the number of emails that can be sent within a specific time period, and if Subscriber does not access a Spectrum mailbox for an extended period of time as determined by Spectrum from time to time, Spectrum may lock the mailbox and prohibit the mailbox from receiving new email messages. As long as the Subscriber remains subscribed to Spectrum's Internet service, the contents of the locked mailbox will not be deleted. Subscriber understands that upon disconnecting from Spectrum's Internet service, Spectrum will suspend the account and delete the contents of the mailbox, if any, at that time.
14. **Mail Storage:** In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, such electronic mail for any period of time. Spectrum also reserves the right to enforce email storage limits.
15. **Network Security and Management:** Subscriber agrees that Spectrum may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate spam. Spectrum may take other actions, in its sole discretion, to manage or protect its network or to benefit the greatest number of its subscribers as identified in Spectrum's AUP. Spectrum may take these actions, with or without notice, in situations where Spectrum believes, in its sole discretion that Subscriber may harm the Spectrum network or disrupt the performance of the Internet Service for other users or where Subscriber is transmitting or is otherwise connected with what Spectrum considers in its sole discretion to be spam or other malicious code or software. Subscriber agrees that Spectrum is entitled to damages if Subscriber is transmitting or is otherwise connected with spam or other malicious code or software. Subscriber agrees Spectrum is entitled to actual damages, however, if actual damages cannot be reasonably calculated, Subscriber agrees to pay Spectrum liquidated damages of five dollars (U.S. \$5.00) for each piece of spam or other malicious code or software transmitted from or otherwise connected with Subscriber's account.
16. **Additional Terms for Spectrum WiFi:** Spectrum WiFi supported by the Spectrum-provided wireless router ("Spectrum Router") is a service available to certain subscribers and provides wireless access to the Spectrum Internet Service within the Subscriber's residence ("Home Network") and beyond the Subscriber's residence, for which Subscriber may be charged a fee consistent with Spectrum's then-current practices. The Spectrum Managed Router comes programmed with certain default settings and configurations for the Home Network. Subscriber may modify the default settings and configurations on the Spectrum Managed Router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum Managed Router and Subscriber's connection to the Internet Service via the Home Network. Spectrum WiFi accessed beyond the Home Network may be subject to additional terms and conditions imposed by the respective third party whose network the Subscriber may access. Spectrum is not responsible for the speed or performance of the Internet Service to the extent accessed by Subscriber on a third party network. Subscriber understands and agrees that Subscriber is solely responsible for the security of their Home Network and must enable and use encryption in order to access Spectrum-provided applications. Spectrum reserves the right to preconfigure the Spectrum Managed Router to distribute a wireless Internet access point (i.e. a Spectrum WiFi Hotspot) separate from the Home Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Subscriber for any purpose. Subscriber shall have the right to disable such Spectrum WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot. The Spectrum Managed Router will collect and maintain certain information regarding access to and use of the Home Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Subscriber acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum Managed Router in order to provide support and diagnostic services. Spectrum reserves the right to modify the network name and password for the Spectrum Managed Router in order to safeguard Internet security, the security and privacy of Subscriber's information, where required by law, and/or for other good cause to provide, upgrade and maintain the Internet Service, and protect the network, other users of the Internet, or our subscribers. Subscriber acknowledges that the Spectrum Managed Router is Spectrum Equipment.
17. **General Subscriber Responsibilities and Warranties:** When Subscriber completes registration for the Internet Service, Subscriber must establish an identity by selecting a user name and password to be used by Subscriber to access the Internet Service. Subscriber is responsible for maintaining the confidentiality of their user name and password. Subscriber agrees that Subscriber is responsible for anyone using Subscriber's computer system, password or name or user name in connection with the Internet Service and for ensuring that anyone who does use the Internet Service through Subscriber's computer or access to the Internet Service, does so in accordance with the Terms of Service and the AUP. Subscriber agrees to take all reasonable measures necessary to ensure that the Internet Service is not used by another without Subscriber's consent.
18. Subscriber shall be responsible for procuring and installing patches, any and all anti-virus and firewall software/ hardware and operating system patches, up-dates, or supplements that may be necessary for (i) the protection and maximum functionality of Subscriber's computer and related equipment and (ii) the protection of Spectrum's network and other subscribers. For purposes of clarification, Spectrum hereby disclaims any and all responsibility and liability for any damages that may arise from Subscriber's failure to procure or install the aforementioned security software and /or hardware.
19. **Amendment:** Spectrum may, in its sole discretion, change, modify, add or remove portions of the Terms of Service at any time. Spectrum may notify Subscriber of any such changes by posting notice of such changes on Spectrum's website at [www.spectrum.com](http://www.spectrum.com), under "Terms of Service/Policies", or sending notice via electronic mail or U.S. postal mail. The Subscriber's



continued use of the Internet Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of the Terms of Service, Subscriber must immediately cease using the Internet Service and notify Spectrum that Subscriber is terminating the Internet Service. In addition, the Terms of Service are subject to change in compliance with applicable law.

20. Entire Agreement: The Terms of Service shall be posted at [www.spectrum.com](http://www.spectrum.com), under "Terms of Service/Policies," and are the only terms and conditions that govern the Internet Service. No undertaking, representation or warranty made by any agent or representative of Spectrum in connection with the sale, installation, maintenance or removal of the Internet Service shall modify or amend the Terms of Service.



#### Residential Subscriber Services Agreement

### **SPECTRUM RESIDENTIAL SERVICES AGREEMENT**

In addition to these Residential General Terms and Conditions of Service ("General Terms"), You, individually ("You" or "Subscriber"), and You, on behalf of every member of your household, current and future, every visitor to or guest in your household, and any other person who uses the Services (together with Subscriber, the "Subscriber Group"), agree to be bound by the terms of service applicable to the residential Spectrum service(s) to which You subscribe (hereafter, "Service" or "Services"), as well as the Spectrum Subscriber Privacy Notice which may each be found at [www.spectrum.com](http://www.spectrum.com), under "Terms of Service/Policies" and "Your Privacy Rights," as such may be updated from time to time (collectively, the "Terms of Service"), which are incorporated herein by this reference. In the event of any conflict between these General Terms below and the Service-specific Terms of Service, the Service-specific Terms of Service shall control. For purposes of these Terms of Service, all references to "Spectrum" mean Charter Communications Operating, LLC and any of its affiliates or subsidiaries providing Subscriber the Services (including third parties Spectrum may retain to provide the Services).

If Spectrum provides Spectrum Voice™ service in Subscriber's area, it will be provided through the Spectrum phone service affiliate servicing Subscriber's area.

Subscriber's signature on the work order presented upon installation of Services, the Subscriber Group's use of Services, and/or any other form of signature or action indicating intention to use (e.g., online acceptance, e-signature or breaking the seal on the box of a self-installation kit) are evidence of Subscriber Group's agreement to these General Terms which incorporate the Terms of Service. Spectrum may change its prices, fees, the Services, and/or the Terms of Service. The Subscriber Group's continued use of the Services after notice of the change shall be considered Subscriber's acknowledgement and acceptance of the changes, and the most-recent version of these Terms of Service controls Subscriber's relationship with Spectrum and Spectrum's provision of Services to Subscriber. The current version of the Terms of Service may be found at "[www.spectrum.com](http://www.spectrum.com)" under "Terms of Service/Policies." Subscriber may not modify these General Terms, the Service-specific Terms of Service, or the Spectrum Subscriber Privacy Notice by making any typed, handwritten, or any other changes to it for any purpose. This is a binding legal document. In the event that a portion of the Services is terminated, or any aspect of it is changed, any remaining Service or replacement Service will continue to be governed by these General Terms and Terms of Service incorporated herein.

These General Terms and the Terms of Service do not apply to services sold under the Spectrum Business brand.

**THESE GENERAL TERMS CONTAIN (1) A BINDING ARBITRATION PROVISION, WHICH INCLUDES A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS; (2) A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST SPECTRUM MORE THAN 1 YEAR AFTER THE RELEVANT EVENTS OCCURRED; AND (3) THE RIGHT TO OPT OUT OF THE FOREGOING PROVISIONS. THESE PROVISIONS AFFECT SUBSCRIBER'S RIGHTS UNDER THESE GENERAL TERMS WITH RESPECT TO ALL SERVICES. SEE SECTION 28 FOR DETAILS ON THESE PROVISIONS.**

1. Payment of Charges: Subscriber will be billed monthly in advance for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Subscriber will be billed monthly in arrears for all Services used including Pay Per View, On Demand or other Services ordered where charges are based on actual usage or on orders placed during the previous month. Subscriber shall pay all monthly charges and all applicable fees and taxes as listed on the Spectrum monthly bill. Subscriber shall notify Spectrum of disputed charges or items within sixty (60) days of invoice receipt, or longer as required by applicable law. Failure to pay charges billed (including checks returned for insufficient funds) may result in discontinuance of Service, the removal of all Equipment (as defined in Section 4 below) and/or imposition of a late payment or service charge. If the Subscriber has more than one account (business and/or residential) served by Spectrum, all Spectrum-provided Services at all locations may be subject to suspension or discontinuance of Service in the event any one account remains unpaid, and Spectrum may apply any funds received from Subscriber first to such delinquent account(s). Should Subscriber wish to resume a Service after any suspension, Subscriber may be subject to reconnection fees. Should Subscriber wish to resume a Service after termination of Service, Spectrum may charge fees for installation, service calls and/or activation. These fees are in addition to all past due charges and other fees. In the event collection activities are required, additional collection charges may be imposed. Charges may apply for service visits when Spectrum-owned equipment is not the cause of any service degradation, outage, or other problem with your service. Subscriber's first bill may include partial-month charges for Service received. If partial payment is made of any bill and without waiving its right to collect the full balance owed, Spectrum will apply that payment to any outstanding charges in the amounts and proportions that it determines. Subscriber agrees and understands that by entering into the financial arrangement described herein, Spectrum is not extending Subscriber any credit and therefore that Spectrum and Subscriber are not entering into a consumer credit or similar transaction.
2. Payment by Check; Non-Sufficient Funds/Returned Items; Third Party Processing. If Subscriber makes payment by check, Subscriber authorizes Spectrum to collect such payment electronically. Subscriber may not amend or modify these General Terms with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments



accepted by Spectrum; any of which notations shall have no legal effect. If Subscriber's card issuer or financial institution refuses payment for insufficient funds, closed or unauthorized accounts, or any other reason, Subscriber will be charged an insufficient fund charge (as set forth in the applicable Video Service rate card or Voice Service Price Guide for Subscriber's area) for each instance in which such payment is refused. Subscriber hereby authorizes Spectrum to collect any declined amount and the insufficient funds charge(s) electronically from the subject account. In addition, Subscriber's Service may be suspended and/or terminated. This fee is in addition to any charges Subscriber's financial institution may assess. If initially rejected, Spectrum may make additional multiple attempts to execute the payment for up to thirty (30) days following the initial refusal.

Subscriber shall be responsible for any payment processing fees incurred when using a third party to process Subscriber's payments to Spectrum.

3. **Spectrum Refund Policy/30-Day Guarantee.** New Subscribers (those who have not been Spectrum customers for 90 days prior to subscription) qualify to have all levels of subscription Service refunded/credited if not fully satisfied with the Service. Current Subscribers adding a new level of subscription Service qualify to receive a refund/credit only on those newly added Services not received within the previous 90 days. Such refund is valid for customers who pay for their first month of new or upgraded monthly recurring subscription Services. Pay-Per-View and other non-recurring subscription purchases are not refundable nor are any related installation fees that may apply. Subscriber is limited to one refund or credit per household for a maximum of 30 days of Service. Refunds/credits will be given only when request for cancellation of Service is received by Spectrum within 45 days of installation of Service (30 days subscribing to the Service, plus 15 day grace period for formal request of refund/credit). Any equipment associated with the new subscription must be returned prior to release of refund/credit. Any state taxes, franchise fees and other fees or charges that may apply are the responsibility of the Subscriber and will not be refunded or credited. Other restrictions per any offer apply.
4. **Spectrum Property:** All Spectrum-provided equipment distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of Spectrum ("Equipment") remains the property of Spectrum, except for the "cable home wiring" as defined at 47 C.F.R. §76.5(l). Equipment is intended to service and reside at the specific Service location and is not to be used or relocated off premises without Spectrum authorization. Subscriber must return all Equipment upon substitution of use or termination of Service. Failure to do so will result in a charge to be determined in accordance with Spectrum's then current schedule of charges for non-returned Equipment, which amount shall be due immediately. Subscriber agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.
5. **Disruption of Service:** All Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall Spectrum be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond Spectrum's reasonable control. Subject to applicable law, Spectrum may give credit with respect to Subscriber's recurring monthly subscription fee for qualifying outages of Services.
6. **Equipment:** Spectrum will repair and/or replace damaged or defective Equipment, if any, as long as such damage or defect was not caused by misuse or other improper operations or handling by Subscriber. Spectrum shall have the right to presume misuse or other improper operations or handling by Subscriber in the event Subscriber requests repair or replacement more than twice in any twelve (12) month period, or more than three times in any twenty-four (24) month period, and shall have no obligation to fulfill any such repair or replacement. Spectrum is not responsible for the maintenance or repair of Subscriber-provided equipment, including but not limited to connected devices, mobile devices, home telephones, computers, modems, televisions, or any other related Subscriber-provided equipment. A service charge may be imposed upon the dispatch of a technician if there is damage to Equipment due to negligent use or abuse or if no fault is discovered in Spectrum's system or Equipment. Spectrum makes no warranties, with respect to Equipment or Service provided by Spectrum or with respect to the compatibility of the Service or the Equipment with any Subscriber-provided equipment.

**ALL EQUIPMENT IS PROVIDED "AS IS", AND SPECTRUM HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE.**

**SPECTRUM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT.**

Spectrum's sole obligation and Subscriber's sole remedy with respect to any liability or damage caused by Subscriber's use or deployment of Equipment, shall be a refund of fees paid by Subscriber for such Equipment for the previous billing month/cycle.

7. **Subscriber Property:** Spectrum assumes no responsibility and shall have no responsibility for the condition or repair of any Subscriber-provided equipment and/or software. Subscriber is responsible for the repair and maintenance of Subscriber-provided equipment and/or software. Spectrum is not responsible or liable for any loss or impairment of Spectrum's Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber-provided equipment and/or software. Notwithstanding anything to the contrary, Subscriber agrees to allow Spectrum and our agents the right (A) to install hardware in, (B) send software downloads to, and (C) install, access configure, maintain, inspect or upgrade Subscriber-provided equipment to the extent necessary to provide Service. Subscriber warrants that Subscriber is either the owner of such equipment or that Subscriber has the authority to give Spectrum access to it.
8. **Taxes/Fees:** Subscriber agrees to pay any local, state or federal taxes and fees imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same (including franchise fees). With respect to fees and taxes, including franchise fees, imposed by applicable government and regulatory authorities, Spectrum will review the amount it collects in such fees and taxes on a quarterly and annual basis. In the event Spectrum determines that it has collected any fees and/or taxes in excess of sums due to governmental and regulatory authorities, Spectrum will begin refunding such excess fees and taxes to current subscribers within 15 months of the end of each calendar year. Please be aware that, by law in some cases, Subscriber may be billed for taxes and fees that relate to time periods before Subscriber began receiving Services. However, by law, Spectrum will not bill Subscriber for these fees more than 4 years after the year they are incurred by Spectrum. Franchise fees resulting from an audit by the applicable franchising authority are incurred at the time those fees are assessed.

9. Care of Spectrum Property and Service: Subscriber agrees that neither Subscriber nor any other person (except Spectrum's authorized personnel) will: (A) open, tamper with, service, or make any alterations to the Equipment; nor (B) remove or relocate any Equipment from the service address of initial installation. Any alteration, tampering, removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of Service and is prohibited. Notwithstanding the foregoing, upon receipt of a request by Subscriber, Spectrum shall relocate the Equipment for Subscriber within Subscriber's home at a time mutually agreed to by Spectrum and Subscriber. Subscriber may incur a charge for such relocation and should consult a current Spectrum schedule of rates and charges prior to requesting such relocation. If the Subscriber moves residences outside of Spectrum's service area, Subscriber shall notify Spectrum that these General Terms shall be terminated and the provisions of Section 16 shall apply to such termination.
10. Access to Subscriber Premises: Subscriber authorizes Spectrum and its employees, agents, contractors and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain and/or repair the Equipment and, upon the termination of Service, to remove the same from the premises. Spectrum's failure to remove its Equipment shall not be deemed abandonment thereof. If the installation and maintenance of Service are requested at premises that, in Spectrum's sole discretion, are or may become hazardous or dangerous to our employees, the public or property, Spectrum may refuse to install and maintain such Service.
11. Acknowledgments and Contents Regarding Recording of Communications and Contact Rights:
  - a. Recording of Communications. Subscriber acknowledges and agrees that all communications between Subscriber and Spectrum may be recorded or monitored by Spectrum for quality assurance or other purposes subject to applicable law.
  - b. Consent to Phone Calls. Spectrum may call or text Subscriber or authorize others to call or text Subscriber on its behalf including but not limited to at any number Subscriber provides to Spectrum (or that Spectrum issues to Subscriber) for any purpose, including marketing Spectrum's services. If Subscriber's numbers are included on state or federal "do not call" lists, Spectrum will not call or text Subscriber for marketing purposes, but still may call or text Subscriber or authorize others to do so for non-marketing purposes. Subscriber is responsible for charges for incoming text messages on Subscriber's wireless phone(s).
  - c. Robo-Calls. Spectrum (or persons acting on Spectrum's behalf) may use automated dialing systems or artificial or recorded voices to contact Subscriber or leave Subscriber messages if the call goes to voicemail.
  - d. Other Notices. Subscriber authorizes Spectrum to provide other notices to Subscriber using any method Spectrum determines appropriate, including by electronic means (for example, email or online posting).
  - e. Other Consents. Spectrum may ask Subscriber to provide other consents or authorizations, including by electronic means, email or Subscriber's equipment (for instance, using Subscriber's remote control to purchase a VOD movie, to request information regarding an advertiser's products or to "opt in" to a consumer study), and Spectrum is entitled to assume that any consent or authorization Spectrum receives through the Services or from Subscriber's location has been authorized by Subscriber.
  - f. Email Address for Notice. Upon Spectrum's request, Subscriber will provide Spectrum with a current email address that Subscriber regularly checks so that Spectrum may provide notices and communications to Subscriber at that address. Spectrum's right to contact Subscriber as described in this Section survives the termination of these Terms of Service.
12. Subscriber's Right to Opt Out of Certain Robo-Calls. If Subscriber does not wish to receive calls, messages, or texts from Spectrum via automated dialing systems or pre-recorded messages on Subscriber's cellular phone, Subscriber may visit our websites to manage communication preferences. Subscriber understands that these straightforward procedures are the exclusive ways to opt-out of such calls. Subscriber also agrees to allow Spectrum sixty (60) business days to honor Subscriber's request, and further agrees that Spectrum will not be liable for any calls or texts to Subscriber in the interim. Subscriber understands that Spectrum will continue to use automated dialing systems or pre-recorded messages on Subscriber's cellular phone or landline to communicate non-marketing billing notifications, service notifications, appointment confirmations, and account status updates.
13. Secure Connection Requirements. Without abrogating or otherwise limiting Subscriber's separate obligations to secure Subscriber's account and equipment under the Terms of Service, Spectrum shall have the right to implement reasonable measures necessary to track, manage, and/or ensure the security of the connection between any device or application used by Subscriber, members of Subscriber's household, Subscriber's guests, or any third parties and Spectrum's Equipment, system, or other network facilities (whether by physical, WiFi, wireless, software, or other means of connection), including without limitation authentication, access security, or other processes and means.
14. Assignment or Transfer: These General Terms and the Services and/or Equipment supplied by Spectrum are not assignable or otherwise transferable by Subscriber, without specific written authorization from Spectrum.
15. Termination and Expiration:
  - a. Termination by Subscriber: Unless otherwise terminated, these General Terms shall automatically renew on a month-to-month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change. To terminate any recurring Service, Subscribers must call 855-757-7328, or provide a hardcopy written notice of termination to Spectrum delivered to 2 Digital Place, Floor 4, Simpsonville, SC 29681.
  - b. Termination for Bankruptcy: Spectrum shall have the right to terminate these General Terms immediately in the event that Subscriber makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against Subscriber under any law having for its purpose the adjudication of Subscriber as a bankrupt or the reorganization of Subscriber.
  - c. Termination for Breach: In the event of any breach of these General Terms by Subscriber, the failure of Subscriber to abide by the rates, rules and regulations of Spectrum, the failure of Subscriber to provide and maintain accurate registration information, or any illegal activity by the Subscriber using any Service, these General Terms may, at Spectrum's option, be terminated and the Equipment removed. Failure of Spectrum to remove such Equipment shall not be deemed abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to Spectrum in the event that Spectrum shall, in its

discretion, find it necessary to enforce collection or to preserve and protect its rights under these General Terms. Spectrum may terminate these General Terms or Spectrum may reject an application or block access to or use of any component of any Service for any reason including, but not limited to, if:

- i. Subscriber violated these General Terms as to this or another Spectrum account;
- ii. The information required in the application process is or becomes incorrect, absent or incomplete;
- iii. Subscriber threatened or harassed any Spectrum employee, agent, contractor or representative;
- iv. Subscriber's credit card issuer refuses a charge or any other payment method fails to compensate Spectrum;
- v. There is a violation of the Terms of Service or other agreements with respect to any Service, as determined in the sole discretion of Spectrum; or
- vi. The amount of technical support required to be provided to Subscriber is excessive as determined in the sole discretion of Spectrum.

Subscriber further agrees that in the event of termination pursuant to subsections (b) or (c), Spectrum shall have no liability to Subscriber.

d. **Obligations Upon Termination:** The Subscriber agrees that upon termination of these General Terms:

- i. Subject to 13.a, Subscriber will pay Spectrum in full for Subscriber's use of the Equipment and the Services, as applicable, up to the later of the effective date of termination of these General Terms, the date on which the Service has been disconnected, or the date on which the Equipment is returned to Spectrum. The Subscriber agrees to pay Spectrum on a pro-rated basis for any use by the Subscriber of any Service for a part of a month;
- ii. Subscriber will promptly return all Equipment to Spectrum. In the event that Subscriber fails to return any Equipment within ten (10) days of the termination of these General Terms in addition to Equipment charges contemplated in Section 16.d, Subscriber shall be liable to Spectrum in accordance with Spectrum's then current schedule of charges for non-returned Equipment.

e. **Renewal after Cancellation or Termination:** Subscriber acknowledges and agrees that in the event of renewal after cancellation or termination of a Service, Subscriber shall be subject to the pricing, warranties, and Terms of Service as are effective at the time of such renewal.

16. **Spectrum's Right to Pursue Remedies and Subscriber's Indemnification Obligations.** If Subscriber breaches these General Terms, Spectrum has the right to seek compensation from Subscriber for such breach through arbitration or, if Subscriber has opted out of these General Terms' arbitration provision or we are seeking an order requiring you to do or refrain from doing something, in court. Additionally, if any person or entity brings a claim against Spectrum that arises out of Subscriber's relationship with Spectrum, the Services provided to Subscriber, the General Terms, or Subscriber's breach thereof or failure to comply therewith, Subscriber will indemnify, defend (at Spectrum's exclusive election), and release Spectrum from liability and reimburse Spectrum for any losses that Spectrum may incur, including reasonable attorneys' fees and costs, as a result of such claim. Subscriber's responsibilities under this Section cover any dispute, whether arising under contract, tort (for example, a negligence or product liability claim), violation of law or regulation or any other legal theory.
17. **Security Deposit:** Any security deposit required of Subscriber for the Equipment or Spectrum's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Subscriber within sixty (60) days of termination of Spectrum's Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Equipment undamaged. If Spectrum is holding a deposit on Subscriber's account, Spectrum has the right to apply the deposited amount against any outstanding balance or shortfall in payments.
18. **Advance Payment:** Subscribers who are unable or unwilling to provide information to establish credit worthiness or who have an unsatisfactory credit rating may be required to make an advance payment. The advance payment will be equal to the applicable installation charge and one month of recurring charges, excluding taxes, fees and surcharges. The advance payment will appear as a credit and be applied to the first monthly bill. Spectrum reserves the right to refuse Service if the Subscriber fails to fulfill standard credit requirements. After Service has been established, the Subscriber will be responsible for the payment of all applicable charges, including taxes, fees and surcharges to avoid discontinuance of Service.
19. **Content and Services:** All Services are subject to change in accordance with applicable law.
20. **Rates:** All rates are subject to change in accordance with applicable law.
21. **Late Fee:** If Subscriber's account is 30 days past due, a reminder message will be included on Subscriber's monthly bill. If Subscriber's past due balance remains unpaid, Subscriber may be charged an applicable late fee in addition to Subscriber's past due balance at Spectrum's then current rate. If Subscriber's account thereafter remains unpaid, Subscriber's Services may be suspended or disconnected. Subscriber can avoid incurring late fees by paying Subscriber's monthly bill promptly. Any late fees assessed are not considered interest credit service charges, finance charges or penalties. Spectrum expects that Subscriber will pay for Services on a timely basis, and Spectrum does not extend credit to customers.
22. **Disclaimer:** Spectrum assumes no liability for any program, services, content or information distributed on or through the Services and Spectrum expressly disclaims any responsibility or liability for Subscriber's use thereof. Further, Spectrum shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.
23. **Right to Make Credit Inquiries:** Subscriber authorizes Spectrum to make inquiries and to receive information about Subscriber's credit experiences, including Subscriber's credit report, from others, to enter this information in Subscriber's file, and to disclose this information concerning Subscriber to appropriate third parties for reasonable business purposes.
24. **Spectrum's Reservation of Rights:** Spectrum reserves the right to refuse, suspend or terminate Service to any person at any time for any reason not prohibited by law. When practical, Spectrum will provide notice that is reasonable under the circumstances before suspending or terminating Service to an existing Subscriber, and Spectrum will provide any prior notice of suspension or termination that is required by law.
25. **Indemnification.** In requesting and accepting Spectrum Services, Subscriber agrees to defend, indemnify, and hold Spectrum, including its officers, directors, employees, affiliates, subsidiaries, and authorized agents (individually and collectively, "Spectrum Indemnitees") harmless from and against any and all demands, claims, suits, judgments, expenses (including without limitation



reasonable attorney or witness fees), loss, damages to, or destruction of personal, real, or intellectual property, bodily injury or death of any person, and other liabilities arising from:

- a. The installation, operation, provision, or other use of Spectrum Services and/or Equipment;
- b. Any violation of Spectrum's Terms of Service, Acceptable Use Policy, or other published policies or requirements;
- c. The negligence, willful misconduct, violation of a third party's rights, or failure to comply with applicable law by (i) Subscriber, (ii) members of Subscriber's household, or (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
- d. Libel or slander resulting from any use of the Services by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
- e. Infringement or misappropriation of any patent, copyright, trademark, trade name, service mark, trade secret, or other intellectual property rights (whether by transmission or material or otherwise) by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber, including that effected through combination of Subscriber's use of the respective Service(s) with facilities, equipment, or services provided or used by Subscriber or obtained from third parties;
- f. Any unauthorized, unlawful, or fraudulent use of or access to the Services, except as otherwise provided by applicable law; and
- g. Any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use of the 911 or E-911 service features and the equipment associated therewith, or by the use of any Voice Services furnished by Spectrum in connection with the 911 or E-911 service, including but not limited to, the telephone number, address or name associated with the telephone used by persons accessing 911 or E-911 service thereunder, and/or that which arises out of the negligence or other wrongful act of (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber.

The foregoing defense and indemnity obligations exclude damages to the extent caused by the gross negligence or willful misconduct of the Spectrum Indemnitees. Subscriber agrees that Spectrum Indemnitees are not liable for any damages or liability resulting from the loss of Services (whether Internet, Cable, Voice, or other Services), nor will Subscriber make any claims or undertake any actions against Spectrum Indemnitees for loss of Service. Subscriber shall be solely responsible for any damage to or loss of Spectrum Equipment, unless such damage or loss is caused solely by the negligence or willful misconduct of Spectrum Indemnitees.

26. LIMITATION OF LIABILITY. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS AND NEGLIGENCE OF SPECTRUM AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES). UNDER NO CIRCUMSTANCES SHALL SPECTRUM BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY THIRD-PARTY SERVICE PROVIDERS, AGENTS OR SUBCONTRACTORS OF SPECTRUM, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. SPECTRUM'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY SPECTRUM OF ANY OBLIGATION SPECTRUM MAY HAVE UNDER THESE TERMS OF SERVICE OR APPLICABLE LAW, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY SPECTRUM. IN NO EVENT SHALL SPECTRUM'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THESE GENERAL TERMS EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PRECEDING THIRTY (30) DAY PERIOD. SUBSCRIBER ALSO AGREES THAT IT SHALL NOT BE PERMITTED TO BRING ANY CLAIM WHATSOEVER AGAINST SPECTRUM THAT RESULTS IN WHOLE OR IN PART FROM SUBSCRIBER'S FAILURE TO COMPLY WITH THESE GENERAL TERMS. THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE GENERAL TERMS.

27. Privacy Policy. Spectrum will provide Subscriber with a copy of its customer privacy policy at the time Spectrum provides Service to Subscriber, and annually afterwards, or as otherwise required by law. Subscriber can view the most current version of our privacy notice by going to "www.spectrum.com, and then "Your Privacy Rights." Subscriber assumes sole responsibility for all privacy, security and other risks associated with providing personally identifiable information to third parties via the Service. To the extent that Spectrum is expressly required to do so by applicable law, Spectrum will provide notice to Subscriber of a breach of the security of certain personally identifiable information about Subscriber. Subscriber agrees that Spectrum may collect and disclose information concerning Subscriber and Subscriber's use of Service in the manner and for the purposes set forth herein and in Spectrum's privacy policy. In order to protect the privacy of Subscriber's account information, Spectrum may require that Subscriber use a security code or other method, in addition to the user name and password, to confirm Subscriber's identity when requesting or otherwise accessing account information or making changes to Subscriber's Service through Spectrum's customer service representatives. Subscriber may also choose to designate an authorized user of Subscriber's account (an "Authorized User"), who will be able to access Subscriber's account information and make changes to Subscriber's account. Once established, an Authorized User may be required to authenticate his/her identity in the same manner according to Spectrum's policies.

28. ARBITRATION. The following provisions are important with respect to the agreement between Subscriber and Spectrum regarding Spectrum's Services memorialized by these General Terms.

PLEASE READ THEM CAREFULLY TO ENSURE THAT SUBSCRIBER UNDERSTANDS EACH PROVISION. These General Terms require the use of arbitration to resolve disputes and otherwise limits the remedies available to Subscriber in the event of a dispute.

Subject to the "Exclusions" paragraph below, Spectrum and Subscriber agree to arbitrate disputes and claims arising out of or relating to these General Terms, the Services, the Equipment, or marketing of the Services Subscriber has received from Spectrum. Notwithstanding the foregoing, either party may bring an individual action on any matter or subject in small claims court.

THESE GENERAL TERMS MEMORIALIZE A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (1) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, Subscriber or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of these General Terms.

The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these General Terms, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at "www.adr.org," by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

SPECTRUM SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES FOR CLAIMS OF UP TO \$75,000.

SUBSCRIBER IS RESPONSIBLE FOR ALL OTHER ADDITIONAL COSTS THAT SUBSCRIBER INCURS IN THE ARBITRATION INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED OF SPECTRUM UNDER APPLICABLE LAW.

If the arbitrator's award exceeds \$75,000, either party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within 30 days after the date of entry of the arbitration award. The appealing party must provide the other party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act.

The parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules.

SUBSCRIBER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY

Unless Spectrum and Subscriber agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the county (or parish) of Subscriber's billing address.

The arbitrator may award injunctive relief only in favor of the party seeking relief, only to the extent sought, and only to the extent necessary to provide the specific relief warranted by such individual's claim.

The parties agree that the arbitrator must give effect to the terms of these General Terms.

SUBSCRIBER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN SUBSCRIBER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING

Furthermore, unless both Subscriber and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.

**Right to Opt Out.** If Subscriber does not wish to be bound by these arbitration provisions, Subscriber must notify Spectrum in writing within 30 days of (a) the date that this arbitration provision becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s). Subscriber may opt out by mail to the Arbitration Notice Address. Subscriber's written notification to Spectrum must include Subscriber's name, address, and Spectrum account number as well as a clear statement that Subscriber does not wish to resolve disputes with Spectrum through arbitration. Subscriber's decision to opt out of this arbitration provision will have no adverse effect on Subscriber's relationship with Spectrum or the delivery of Services to Subscriber by Spectrum.

**Severability.** If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from these General Terms, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

**EXCLUSIONS.** SUBSCRIBER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

(1) ANY INDIVIDUAL ACTION BROUGHT BY SUBSCRIBER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.

(2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.

(3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

For New York Video Subscribers. Subscriber may elect to resolve a dispute through the New York Public Service Commission in accordance with 16 NYCRR §890.709(a) and 16 NYCRR §709(c).

The foregoing arbitration provisions shall survive the termination of these General Terms.

29. SUBSCRIBER HAS ONE YEAR TO BRING A CLAIM AGAINST SPECTRUM, UNLESS SUBSCRIBER OPTS OUT. Subscriber must bring any claim against Spectrum within one (1) year after the date on which the claim arose or, unless applicable law provides that the normal statute of limitations for that claim may not be shortened by agreement. If Subscriber does not bring a claim within this period,



Subscriber waives, to the fullest extent permitted by law, all rights Subscriber has to such claim and Spectrum will have no liability with respect to such claim.

Subscriber may opt out of this Section, in which case the normal statute of limitations will apply. To opt out, Subscriber must notify Spectrum in writing by sending a letter to Spectrum addressed to VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131, within 30 days of (a) the date that this provision becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s). Subscriber's written notice must include Subscriber's name, address, and Spectrum account number as well as a clear statement that Subscriber does not wish this Section to apply.

This Section shall survive the termination of these General Terms.

30. Force Majeure: Spectrum shall not be liable for any failure of performance or equipment of any kind (including Spectrum Equipment) due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; loss of electrical power; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Spectrum, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
31. Survival of Terms. In addition to the terms that are specifically noted in these General Terms as surviving termination of these General Terms, all representations, warranties, indemnifications, and limitations of liability shall survive these General Terms. Spectrum's right to contact Subscriber shall also survive these General Terms unless Subscriber opts out in the manner described in these General Terms. All other obligations of Subscriber and Spectrum under these General Terms also survive termination if they relate to the period before termination or, if by their terms, they would be expected to survive such termination.
32. Entire Agreement: These General Terms (including the Terms of Service incorporated herein by reference) constitute the entire agreement between the Subscriber and Spectrum. No undertaking, representation or warranty made by an agent or representative of Spectrum in connection with the sale, installation, maintenance or removal of Spectrum's Services or Equipment shall be binding on Spectrum except as expressly included herein. Subscriber agrees that, if any portion of these General Terms is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and if severed or rendered null and void thereby, the remaining portions will remain in full force and effect. If Spectrum fails to insist upon or enforce strict performance of any provision of these General Terms, it does not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these General Terms.



#### Residential Voice Subscriber Services Agreement

### **SPECTRUM RESIDENTIAL VOICE SERVICES AGREEMENT**

THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF SPECTRUM VOICE SERVICE INCLUDE A BINDING ARBITRATION PROVISION IN THE GENERAL TERMS AND CONDITIONS FOR SPECTRUM RESIDENTIAL SERVICES, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.

Charter Communications Operating, LLC., through its voice affiliates, ("Spectrum") is pleased to provide its residential Voice Service to you ("Subscriber") in accordance with these terms and conditions which incorporate and include the General Terms and Conditions for Spectrum Residential Services, the Spectrum Voice Residential Services Price Guide ("Price Guide") and the Spectrum Privacy Policy, as they may be changed from time to time (collectively, "Terms of Service"), all of which may be found at [www.spectrum.com](http://www.spectrum.com), under "Terms of Service/Policies" and "Your Privacy Rights."

Subscriber's use of Spectrum Voice™ Service (also, "Voice Service") shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Subscriber must activate all Spectrum Voice Services ordered. Spectrum shall have no liability whatsoever if the subscriber does not activate such Services. Any user who does not agree to be bound by the Terms of Service should immediately stop their use of the Voice Service and notify Spectrum's Customer Service Department at 1-833-267-6095 to terminate the Voice Service. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. This agreement (the "Agreement") is a binding legal document that may be amended unilaterally by Spectrum with or without notice to Subscriber.

Spectrum regularly updates and amends these Terms of Service. Subscriber should consult Spectrum's website [www.spectrum.com](http://www.spectrum.com) to be sure Subscriber remains in compliance.

1. Services Provided: Spectrum Voice Service provides unlimited and/or measured calling within the United States and to those countries and US territories described in calling plans identified in the applicable Price Guide, in accordance with these terms and conditions. Subscribers must reside in an area where Spectrum is authorized to provide Voice Service and where, in Spectrum's sole discretion, it is technically and operationally feasible. Residential Voice Service is only intended for use by Subscriber, Subscriber's family and guests, and persons residing at Subscriber's residential premises, including persons temporarily subleasing Subscriber's residential premises.
2. Monthly Service Fee: Subscriber agrees to pay the monthly service charge for Spectrum Voice Service which is comprised of various fees and related taxes and surcharges. Spectrum reserves the right to increase or decrease any fee for Voice Service offered. Fees for Spectrum Voice Service shall be posted in the applicable Price Guide at [www.spectrum.com](http://www.spectrum.com), under "Terms of Service/Policies." Spectrum Voice Service will be terminated in the event Subscriber does not pay. Certain fees for Spectrum Voice Service are based upon periodic studies that analyze the intrastate, interstate and international minutes of all customers purchasing Voice Service.
3. Voice Service Features: Spectrum Voice Service is offered with the features below. In certain areas, Spectrum also offers a mobile application, "Phone2Go," that allows Subscribers to use their Voice Service away from their residence with access to suitable WiFi

connectivity. Certain features may not be available with the Phone2Go mobile application, or may be subject to additional terms and conditions presented within the Phone2Go mobile application.

- a. **Calling and Features:** Includes local, regional and/or long distance calling within the United States and to those countries and US territories described in calling plans identified in the applicable Price Guide, along with those calling features pertaining to each calling plan. Feature availability may vary by service area. A detailed list of features and calling plans may be found in the Price Guide at [www.spectrum.com](http://www.spectrum.com), under "Terms of Service/Policies." Direct dialed calls outside the coverage of any calling plan are available with per-minute charges or with one of Spectrum's International calling plans. Existing Subscribers who may purchase a plan other than a plan described in this Agreement, can find a description of their plan in the Price Guide.

- b. **E-911:** Enhanced 911 ("E-911") is a feature of Spectrum Voice Service that allows emergency operators to automatically receive the telephone number and address of the dialing party. This E-911 feature has certain requirements in order to operate, as well as certain limitations:

- i. **IMPORTANT:** The emergency service provider handling the E-911 call, and the address the emergency service provider will see, are linked to the service address Spectrum has on file when Subscriber originally signed up for service. If Subscriber does not correctly identify where Subscriber's voice modem is actually located, or if the voice modem is moved away from the original service address, Subscriber's E-911 calls may be misdirected to the wrong location(s) or to the wrong emergency service provider(s). Therefore, in order to have E-911 calls routed correctly, Subscriber agrees not to move the voice modem from the service address at which it was installed by Spectrum and acknowledges responsibility to promptly notify Spectrum of any change in service address prior to moving the voice modem.
- ii. **IMPORTANT:** Keeping Your Phone Number: Please be aware that during the first 72 hours of arriving at Subscriber's new service address, if Subscriber dials 911 from their Spectrum Voice Service, Subscriber must relay to the emergency service operator the new (current) service address. This is necessary to ensure emergency services are dispatched to Subscriber's new service address and not the old service address in the event the emergency services operator may not have the new location in their records.
- iii. Spectrum Voice Service does not have its own power supply. If there is a power outage, or if there is a disruption to the cable network or facilities, the Voice Service will not work. Subscriber expressly acknowledges that in such cases it will not be possible to place or receive calls including calls to access emergency 911 services.
- iv. If Subscriber chooses, Subscriber may separately purchase a battery backup for use with the voice modem by calling Spectrum at 1-833-267-6095. Each battery backup is designed to provide power for up to 8 hours (or 5 hours of "talk" time) for a power outage at Subscriber's residence that is not also a network-related outage.
- v. In some locations, E-911 service may not yet be available. Such services are dependent on the equipment and facilities of the local governments in which Spectrum provides Voice Service. In such cases, regular 911 service will be available and Subscriber will need to convey the location information to the emergency operator.

- c. **Number of Lines:** Subscribers to Spectrum Voice Service can purchase up to two (2) lines at their service address.

- d. **Installation:** Spectrum Voice Service offers professional installation and self-installation (not available in all areas).

- i. Professional installation includes activation of all existing working phone jacks or the installation and activation of one phone jack if there is not currently a working phone jack in Subscriber's residence. Additional wiring charges may apply if Subscriber requests additional jacks to be installed or activated. Additional charges may also apply for special construction needed to complete the installation. Spectrum also provides and installs a voice modem, or Multimedia Terminal Adaptor (MTA), that is used to communicate with our private communications network.
- ii. Self-installation (not available in all areas) provides the option for the Subscriber to pick-up a voice modem or MTA from a Spectrum retail location or have that equipment shipped to their home. Upon receipt of the equipment, the Subscriber must follow self-installation instructions provided by Spectrum. In order to qualify for self-installation the following installation conditions must be met:
  - Subscriber's home's phone system must consist of a base unit with any additional cordless phones supported by the base unit;
  - Subscriber's alarm, security and fax systems must not be dependent on Spectrum Voice Service;
  - Subscriber's most recent voice provider was Spectrum, or Subscriber has had active Spectrum services in the last 2 years; and
  - Subscriber will not need outlets moved or added.

Spectrum does not provide a handset. Subscriber is responsible for maintaining all inside wire and phones within the home. Subscriber has the option of Spectrum's Wire Maintenance Insurance that may help avoid costly repair charges. For a low monthly fee, we can provide repair service for Subscriber's jacks and inside wiring. (The wiring must meet certified technical standards.) Wire maintenance is included in some bundles. For more information about Wire Maintenance Insurance, go online to Spectrum's Wire Maintenance plan information at [www.spectrum.net/wiremaintenance](http://www.spectrum.net/wiremaintenance). In certain buildings such as multiple dwelling units, Spectrum's technicians may not have access to Subscriber's inside wiring located within the multiple dwelling unit. In these instances, Spectrum has the right to determine how best to wire Subscriber's residence, subject to additional applicable charges.

- e. **International Calling:** Spectrum Voice Service offers a per minute calling plan for direct-dialed calls made from Subscriber's residence to locations outside of their calling plan. If Subscriber chooses to use this service Subscriber will be charged for direct-dial international calls in addition to the flat monthly recurring rate that Subscriber pays for Spectrum Voice Service. Spectrum Voice Service also offers optional flat rate international calling plans for direct-dialed calls made from Subscriber's residence to locations outside of their calling plan. If Subscriber chooses an international plan, Subscriber will be charged a flat monthly fee for direct-dial international calls in addition to the monthly recurring rate that Subscriber pays for Voice Service. After Subscriber's monthly international calling plan minutes are used, unless Subscriber's plan includes unlimited international calling, each additional minute will be charged at a per-minute rate. For both per-minute international calling and international calling plans, calls are measured in increments of one minute. All calls which are a fraction of a minute are rounded up to the next whole minute. Timing on completed calls begins when the call is answered by the called party. Answering is determined when call signaling provided by the terminating local carrier, and/or any intermediate carrier(s), so



indicate. Timing terminates on all calls when the calling party hangs up or when Spectrum's network receives a termination signal from the terminating local carrier and/or any intermediate carrier(s). Unused minutes per month do not roll over to the next month. You may access international rates and information about international calling plans online at [www.spectrum.net/rates](http://www.spectrum.net/rates).

f. Voice Service Modifications: Spectrum may, from time to time, offer additional Voice Service features or functionality, or discontinue certain Voice Service features or functionality. Information about these features or functions will be available in the applicable Price Guide at [www.Spectrum.com](http://www.Spectrum.com), under "Terms of Service/Policies." These additional Voice Services features or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.

g. Caller Name: Spectrum Voice Service will associate Subscriber's name on the Spectrum account to the telephone number to be displayed in association with the caller name lookup services ("CNAM") provided as part of the Voice Service for all calls made from any of the Spectrum telephone numbers on the account. In the event that Subscriber wishes to modify the caller name associated with the CNAM, Subscriber agrees to the following: caller name submission(s) shall not mislead or impersonate any person or company; caller name submission(s) shall not contain false information and shall accurately represent the name of the person that subscribes to the Voice Service and that is included in directory listings, if any; caller name submission(s) shall not contain abusive, defamatory, vulgar, obscene, racist or any other language objectionable to any person or entity as determined by Spectrum, in its sole discretion; and caller name submission(s) shall comply with all relevant laws, rules and regulations.

#### 4. Voice Service Limitations:

a. Service Outages: The Spectrum Voice Service modem is electrically powered and will not work in a power outage or if the broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Voice Services connected to or powered by it, will not work. Power outages will disrupt E-911 service and the use of Spectrum Voice Service as the connection between a home security system and central monitoring services. To reduce this risk, Subscriber may choose to purchase a battery backup for use in the event of a non-network related outage.

b. Home Security Systems: Although Spectrum Voice Service will supply a connection that will allow the operation of Subscriber's existing home security system, Spectrum does not guarantee that any such system will be in complete operational order following the installation of the Voice Service. As such, it is Subscriber's obligation to contact their home security system provider to inform them of Spectrum Voice Service installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Voice Service. In addition, it is Subscriber's responsibility to test their system on a regular basis. In the event of a power outage or network outage (whether unplanned or maintenance related), Subscriber's Voice Service, including any home security system which uses the Voice Service to connect to central station monitoring, will not function. As set forth in Section 3(b)(iv) above, Subscriber may separately purchase a battery backup for use with their voice modem in the instance of a non-network related outage. Like any other communications service provider, we do not represent that our service is fail-safe. In addition, Spectrum prohibits the use of Spectrum Voice Service as the connection between medical alert systems and a central station monitoring service, and will neither connect to such services nor provide technical support for the connection.

#### c. Additional Limitations:

i. Currently, certain operator-assisted services such as busy line verification and busy line interruption, dial around services (10-10-XXX), pay services (900 and 976 services), and third-party billing are not offered with Voice Service.

ii. If Subscriber receives Voicemail, Subscriber may be eligible for voice-to-text or voice-to-email ("Readable Voicemail") as part of the Voicemail feature. As a result of the voice-recognition software used by Spectrum, some processed messages may not be fully transcribed and will appear as incomplete messages. In such cases, Subscriber may obtain the full message by listening to the Readable Voicemail message. As a condition of using the voice-to-text or voice-to-email feature, Subscriber consents to allow Spectrum, or its service vendors, to process those voice files and to use voicemail messages, and other data associated with such messages, to enhance and/or improve the feature.

iii. Spectrum's obligation to furnish Voice Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary facilities and equipment. Spectrum may limit communications, refuse to provide Voice Services or discontinue Voice Services when necessary because of: (i) the lack of transmission medium, transmission capacity or any other facilities or equipment; (ii) the lack of available services from, or interconnection with, the services or facilities of service providers; or (iii) any cause beyond Spectrum's control.

iv. Spectrum shall use reasonable efforts to make Voice Services available by the estimated service date. Spectrum shall not be liable for any damages resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to, delays in obtaining right-of-way approvals, delays in actual construction work being done by Spectrum, including its contractors or representatives, and any delays due to any other service provider where Spectrum is relying upon such provider to meet an estimated due date which is beyond Spectrum's control.

v. Spectrum offers the use of its facilities for communications between Subscriber and other parties. Spectrum is not responsible, and shall have no liability, for any communications or miscommunications between Subscriber (including any users) and other parties (including operator-assisted, 911 and E-911 calls).

vi. At Spectrum's discretion, facilities of other service providers may be used in establishing connections to points not reached by Spectrum's facilities. In establishing connections with other providers, Spectrum is not responsible or liable for any action or inaction of other service providers.

vii. The Phone2Go mobile application is provided by Spectrum for use only by Spectrum residential Voice Service customers, and only in certain areas. Certain features of Spectrum's Voice Service may not be available with the



Phone2Go application, and certain features available within the Phone2Go application may be subject to additional terms and conditions as presented within the Phone2Go application.

- d. Equipment: Spectrum Voice Service requires a voice modem. Spectrum will supply a voice modem for so long as Subscriber remains a Voice Service Subscriber or until Spectrum changes its Voice Service offering. Depending on the Spectrum Voice Service plan, there may be a monthly charge for the voice modem. Upon termination of Spectrum Voice Service for any reason, Subscriber may be asked to return the Spectrum-supplied voice modem within thirty (30) days or Subscriber will be charged an equipment fee equal to the fee charged by Spectrum at the time the voice modem was supplied by Spectrum. An exception to this return policy is when the modem is also supporting Internet service, in which case Subscriber may continue to use the modem until such time as Internet is no longer provided or Spectrum requests a substitution of the modem. Equipment and facilities furnished by Spectrum to provide Voice Service (except for inside wiring and inside jacks) are the property of Spectrum. Telephone numbers assigned to Subscriber by Spectrum are portable and transferable with Subscriber at the same location; however, Subscriber has no property right in telephone number(s) or any other call number designations associated with the Voice Services, and Spectrum may change such numbers as deemed necessary.
5. Term: Spectrum Voice Service shall continue until such time as terminated by Subscriber, which shall be effective upon notice, or terminated by Spectrum for breach (including nonpayment) of this Agreement, or otherwise terminated by Spectrum in accordance with the Terms of Service.
6. Directory Listing: Spectrum Voice Service offers Subscriber a Private Number service as the default, or a directory listing upon request. Depending on the location and Subscriber's preference, Spectrum Voice Service may include one (1) basic directory listing in an alphabetical white pages directory, or other comparable online directory, containing an alphabetical list of names, telephone numbers and addresses of all telephone customers in a particular geographic area set by the publisher. The alphabetical list of customer names is for the purpose of informing interested parties of the telephone number and address of listed customers, and special position or arrangement of names may be provided for an additional charge. Listings shall conform to the publisher's practices with respect to published directories. Spectrum limits the length of any listing in the directory by the use of abbreviations when, in Spectrum's opinion, the clarity of the listing or the identification of the customer is not impaired by doing so. The duration of directory listings, when the listings have been published, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers. Spectrum's liability for directory listing errors or omissions is set out in Section 7, "Limitation of Liability."
7. Limitation of Liability:
  - a. Spectrum Voice Service is provided "AS IS." THE LIABILITY OF SPECTRUM, OR ITS SERVICE VENDORS, FOR DAMAGES OR LOSSES ARISING OUT OF THE FURNISHING OF VOICE SERVICES HEREUNDER, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFAULTS, REPRESENTATIONS OR USE OF THE VOICE SERVICES, OR ARISING OUT OF THE FAILURE TO FURNISH THE VOICE SERVICE, INCLUDING E-911/911 SERVICE, WHETHER CAUSED BY ACTS OF COMMISSION OR OMISSION, AND/OR LOSS OF ELECTRICAL POWER, SHALL BE LIMITED TO AN ALLOWANCE PRORATED FOR THE TIME PERIOD OF THE VOICE SERVICE INTERRUPTION. SPECTRUM, INCLUDING ITS SERVICE VENDORS, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES AND PERSONAL INJURIES THAT A SUBSCRIBER, OR SUBSCRIBER'S USERS, MAY SUFFER. FINALLY, SPECTRUM, AND ITS SERVICE VENDORS, SHALL NOT BE LIABLE FOR ANY LOSS OR INTERRUPTIONS IN VOICE SERVICE OR FOR ANY DAMAGES OR LOSSES DUE TO THE FAULT OR NEGLIGENCE OF SUBSCRIBER, ANY SUBSCRIBER USER, OR ANY OTHER PARTY OR PERSON(S), OR DUE TO THE FAILURE OR MALFUNCTION OF SUBSCRIBER-PROVIDED OR USER-PROVIDED EQUIPMENT OR FACILITIES, OR DUE TO THE FAILURE OF SUBSCRIBER TO FULFILL ANY OBLIGATION UNDER THIS AGREEMENT.
  - b. Directory Listings. SPECTRUM'S LIABILITY FOR DAMAGES DUE TO ERRORS OR OMISSIONS IN DIRECTORY LISTINGS WILL BE LIMITED TO A ONE-TIME CREDIT EQUAL TO ONE MONTH'S RECURRING MONTHLY FEE FOR THE VOICE SERVICE (NOT INCLUDING ONE TIME CHARGES, MEASURED AND PER-CALL CHARGES AND RELATED TAXES AND FEES). SUBSCRIBER AGREES TO INDEMNIFY AND HOLD SPECTRUM HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE PUBLICATION OF A LISTING WHICH SUBSCRIBER HAS REQUESTED TO BE OMITTED FROM THE APPLICABLE WHITE PAGES DIRECTORY, INCLUDING ANY ONLINE DIRECTORY, OR THE DISCLOSING OF SUCH A LISTING TO ANY PERSON (INCLUDING ANY MISTAKE OR ERROR IN SUCH LISTING).
8. Installation: Charges for installation services and equipment will be charged at the then current rate in effect.
9. Taxes: Applicable fees, taxes and surcharges, if any, will be added to Subscriber's monthly bill. For non-Spectrum Pricing Plan packages, applicable fees, taxes and surcharges, will be disclosed on your monthly bill in addition to the Voice Service rate. For Spectrum Pricing Plans, applicable fees, taxes and surcharges will be included in the monthly rate you pay and disclosed in the Billing Information section of your bill.
10. Proprietary Rights: Spectrum and/or its service vendors own all rights in and to the Voice Services. Subscriber has a limited right to use the Voice Service in accordance with these Terms of Voice Service. However, the Terms of Service do not grant Subscriber (or any user) any rights to, or interests in, patents, copyrights, database rights, trade secrets, trade names, trademarks or service marks (whether registered or unregistered), or any other rights or licensees related to Spectrum Voice Service (including all of its features) or any related documentation.
11. Prohibited Uses:
  - a. Non-Residential Use: Spectrum Voice Service may be used as a residential voice service only and may not be used for commercial purposes, including, but not limited to, telemarketing, call center services, medical transcription or facsimile broadcasting. In addition, auto-dialers and predictive dialers may not be used with Spectrum Voice Service. Spectrum Voice Service is intended to be used consistent with its intended normal residential use. For instance, unlimited voice plans are intended to be used for continuous live dialog between Subscriber and a third party. Certain other activity such as excessive consistent usage, unusual call patterns, and lack of continuous dialog activity may be presumed indicative of use that is inconsistent with normal residential use of the Voice Service in violation of the Terms of Service. Voice Service may not be

used to interfere with or impair Service over any facilities and associated Spectrum equipment, or to impair the privacy of any communications over such facilities and associated Spectrum equipment. Voice Service may not be used in any way, including by combining Service features, as to change the functionality of the Voice Service or its component features in any manner that is inconsistent with standard residential calling patterns and practices or the Terms of Service. Such non-standard calling patterns and practices include, but are not limited to, use of 3-Way Calling, Call Forwarding, and/or non-Spectrum equipment that results in unusually high traffic volumes or excessive long distance usage. Spectrum, in its sole discretion, reserves the right to: (i) reclassify Subscriber's Voice Service from residential to business, and to immediately apply business rates in the event of misuse or excessive use of the Voice Service by Subscriber, including any users of Subscriber's Voice Service; or (ii) immediately terminate Subscriber's Voice Service for such misuse or excessive use.

- b. Fraud; Illegality: Spectrum may block calls that are made to certain countries, cities or telephone exchanges, or that use certain authorization codes if, in its sole discretion, Spectrum deems it reasonably necessary to prevent unlawful or fraudulent use of the Voice Service. Subscriber is responsible for securing Subscriber's telephone equipment, and Spectrum's equipment located at Subscriber's premises, from being used to place fraudulent calls using Spectrum Voice Service provided to Subscriber. Subscriber is also responsible for any fraudulent or unauthorized use of the Voice Service that occurs through Subscriber's account regardless of who is responsible for such usage. Subscriber shall be solely responsible for payment of all applicable charges for Voice Service provided by Spectrum and charged to Subscriber's account, even where calls are originated by fraudulent means either from Subscriber's premises or from remote locations. Spectrum is not liable for any damages or fees, including toll usage charges, Subscriber may incur as a result of unauthorized use of the Voice Service provided to Subscriber. Unauthorized use of Subscriber's facilities may include, but is not limited to, the placement of calls from Subscriber's premises and the placement of calls through Subscriber's equipment that are transmitted or carried on Spectrum's network. Misuse of Voice Service could include voice modem hijacking, excessive usage of International calling, 411 directory assistance calls and other per-use charges.
  - c. Violations. In addition, Spectrum reserves the right to discontinue Voice Service when Subscriber or its users is using the Voice Service in violation of law or the provisions of the Terms of Service.
12. Amendments: Spectrum may, in its sole discretion, change, modify, add or remove portions of this Agreement and any of the Terms of Service at any time. Spectrum may notify Subscriber of any such changes by posting notice of such changes on Spectrum's website at [www.Spectrum.com](http://www.Spectrum.com), under "Terms of Service/Policies," or sending notice via electronic mail or U.S. postal mail. Subscriber's continued use of Spectrum Voice Service following such change, modification or amendment shall be deemed to be Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of this Agreement, Subscriber must immediately cease using the Voice Service and notify Spectrum that Subscriber is terminating the Voice Service. In addition, this Agreement is subject to change in compliance with applicable law without notice.
13. 13. Entire Agreement: This Agreement shall be posted along with the Terms of Service governing Subscribers' use of Spectrum Voice Service at [www.Spectrum.com](http://www.Spectrum.com), under "Terms of Service/Policies," and are the only terms and conditions that govern Spectrum Voice Service. No undertaking, representation or warranty made by any agent or representative of Spectrum in connection with the sale, installation, maintenance or removal of Voice Services shall modify or amend this Agreement or the Terms of Service.



#### Residential Customer Guarantees

## **Spectrum Condiciones de servicio/Políticas**



[Política De Uso Aceptable De Spectrum Internet](#)



[Acuerdo De Servicios Residenciales De Spectrum](#)



[Acuerdo Del Servicio De Voz Residencial Spectrum](#)



[Acuerdo De Servicios Residenciales De Cable De Spectrum](#)



[Acuerdo Del Servicio De Internet Residencial De Spectrum](#)



[Garantías para clientes residenciales](#)

## **Voice Service Price Guides**

[Charter/Spectrum Voice Price Guide](#)

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[/web/20170829222632/https://www.spectrum.com/content/dam/spectrum/residential/en/pdfs/policies/residential-services-price-guide-041017-charter-esp.pdf](https://web.archive.org/web/20170829222632/https://www.spectrum.com/content/dam/spectrum/residential/en/pdfs/policies/residential-services-price-guide-041017-charter-esp.pdf)) | [Time Warner Cable Voice Price Guide](#)

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## Charter Sites



Spectrum.com (<https://web.archive.org/web/20170829222632/https://www.spectrum.com/>)

Spectrum Business ([https://web.archive.org/web/20170829222632/https://business.spectrum.com/?utm\\_source=CharterCom&utm\\_medium=website&utm\\_content=MainNav&utm\\_campaign=com\\_All\\_FooterNav\\_business](https://web.archive.org/web/20170829222632/https://business.spectrum.com/?utm_source=CharterCom&utm_medium=website&utm_content=MainNav&utm_campaign=com_All_FooterNav_business))

Spectrum Enterprise Solutions (<https://web.archive.org/web/20170829222632/https://enterprise.spectrum.com/content/ent-home>)

Spectrum.net (<https://web.archive.org/web/20170829222632/https://www.spectrum.net/>)

Spectrum Reach (<https://web.archive.org/web/20170829222632/https://spectrumreach.com/>)

Spectrum Community Solutions (<https://web.archive.org/web/20170829222632/https://www.spectrum.com/mdu>)

Corporate Responsibility (<https://web.archive.org/web/20170829222632/https://responsibility.spectrum.com/>)

Charter Merger ([/web/20170829222632/https://www.spectrum.com/about/merger-charter.html](https://web/20170829222632/https://www.spectrum.com/about/merger-charter.html))

Retail Partner Program (<https://web.archive.org/web/20170829222632/https://www.charter.com/browse/content/retailer>)

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